



RFP No: 3823

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until January 22, 2016 @ 3:00 p.m. Central Time for the acquisition of the products/services described below for University of Mississippi Medical Center.

Managed Document Solution

VENDOR CONFERENCE: December 2, 2015

NOTE: THIS RFP CONTAINS MANDATORY REQUIREMENTS TO WHICH NO EXCEPTION MAY BE TAKEN. SEE SECTION VII, ITEM 2, FOR DETAILS.
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The Vendor must submit proposals and direct inquiries to:

Patti Irgens Technology Consultant Information Technology Services 3771 Eastwood Drive Jackson, MS 39211 (601) 432-8223 Patti.Irgens@its.ms.gov

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO RFP NO. 3823 due January 22, 2016 @ 3:00 p.m., ATTENTION: Patti Irgens
--

Craig P. Orgeron, Ph.D.
Executive Director, ITS

ITS RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP No. 3823.

- _____ 1) One clearly marked original response and six (6) identical copy/copies of the complete proposal. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- _____ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- _____ 3) *Proposal Bond*, if applicable (Section I)
- _____ 4) *Proposal Exception Summary*, if applicable (Section V)
- _____ 5) Vendor response to *RFP Questionnaire* (Section VI)
- _____ 6) Point-by-point response to *Technical Specifications* (Section VII)
- _____ 7) Vendor response to *Cost Information Submission* (Section VIII)
- _____ 8) *References* (Section IX)

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SECTION I SUBMISSION COVER SHEET & CONFIGURATION SUMMARY

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the Mississippi Department of Information Technology Services, (**ITS**), should contact for questions and/or clarifications.

Name _____	Phone # _____
Address _____	Fax # _____
_____	E-mail _____

Subject to acceptance by **ITS**, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit A if included herein, except those listed as exceptions on the Proposal Exception Summary Form. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

	_____/_____ Original signature of Officer in Bind of Company/Date
Name (typed or printed)	_____
Title	_____
Company name	_____
Physical address	_____

State of Incorporation	_____

CONFIGURATION SUMMARY

The Vendor must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

PROPOSAL BONDS

A Proposal Bond is not required for this procurement.

SECTION II

PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by **ITS** should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.
2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received, in writing, by the office of **ITS** by the date and time specified. **ITS** is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond, (if explicitly required in Section IV).
6. **ITS** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. **ITS** reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by **ITS** is the official version and will supersede any conflicting RFP language submitted by the Vendor.
9. The Vendor must conform to the following standards in the preparation of the Vendor's proposal:
 - 9.1 The Vendor is required to submit one clearly marked original response and six (6) identical copy/copies of the complete proposal, including all sections and exhibits, in three-ring binders.
 - 9.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the

RFP cover page must be clearly typed and affixed to the package in a clearly visible location.

- 9.3 Number each page of the proposal.
 - 9.4 Respond to the sections and exhibits in the same order as this RFP.
 - 9.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
 - 9.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*. (See Section V for additional instructions regarding Vendor exceptions.)
 - 9.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE."
 - 9.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
 - 9.9 When an outline point/attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.
 - 9.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
 - 9.11 The Vendor must fully respond to each requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
10. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.
11. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to

provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.

12. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
13. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
 - 13.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
 - 13.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
 - 13.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
 - 13.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
 - 13.5 The Vendor must submit a statement outlining the circumstances for the clarification.
 - 13.6 The Vendor must submit one clearly marked original and six (6) copies of the clarification.
 - 13.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).
14. **Communications with State**

From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to the State's contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this RFP, and they will be posted to the ITS web site. Vendors failing to comply with this requirement will be subject to disqualification.

 - 14.1 The State's contact person for the selection process is: Patti Irgens, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8223, Patti.Irgens@its.ms.gov.

- 14.2 Vendor may consult with State representatives as designated by the State's contact person identified in 14.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

SECTION III VENDOR INFORMATION

The objective of the Vendor Information section of this RFP is to provide Vendors with information required to respond to the RFP successfully.

1. **Interchangeable Designations**

The terms "Vendor" and "Contractor" are referenced throughout this RFP. Generally, references to the "Vendor" are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term "Contractor" denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms "State of Mississippi," "State" or "ITS" may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications. References to a specific agency, institution or other political entity represent the client or customer on whose behalf ITS is issuing the RFP.

2. **Vendor's Responsibility to Examine RFP**

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. **Proposal as Property of State**

All written proposal material becomes the property of the State of Mississippi.

4. **Written Amendment to RFP**

Any interpretation of an **ITS** RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the **ITS** website, together with the associated RFP specification. Vendors are required to check the **ITS** website periodically for RFP amendments before the proposal opening date at:

http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx

Any and all amendments will be posted no later than noon, seven days prior to the proposal opening date listed on the cover page of this RFP. If you are unable to access the **ITS** website, you may contact the **ITS** technology consultant listed on page one of this RFP and request a copy.

5. **Oral Communications Not Binding**

Only transactions which are in writing from **ITS** may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

6. **Vendor's Responsibility for Delivery**

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

The State's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in *Technical Specifications*.

8. **Multiple Awards**

ITS reserves the right to make multiple awards.

9. **Right to Award in Whole or Part**

ITS reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.

10. **Right to Use Proposals in Future Projects**

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

11. **Price Changes During Award or Renewal Period**

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

12. **Right to Request Information**

The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor's list of references.

13. **Vendor Personnel**

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal:

- 13.1 A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.

- 13.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.
- 13.3 That the individual is proficient in spoken and written English;
- 13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.
- 13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

14. Vendor Imposed Constraints

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the State's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.

15. Best and Final Offer

The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for

attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

16. Restriction on Advertising

The Vendor must receive written approval from the State before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

17. Rights Reserved to Use Existing Product Contracts

The State reserves the right on turnkey projects to secure certain products from other existing **ITS** contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

18. Additional Information to be Included

In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

19. Valid Contract Required to Begin Work

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

SECTION IV LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with information required to complete a contract or agreement with **ITS** successfully.

1. **Acknowledgment Precludes Later Exception**

By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including the *Standard Contract* in Exhibit A if included herein, except those specifically listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the *Submission Cover Sheet* may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

2. **Failure to Respond as Prescribed**

Failure to respond as described in Section II: *Proposal Submission Requirements* to any item in the sections and exhibits of this RFP, including the *Standard Contract* attached as Exhibit A, if applicable, shall contractually obligate the Vendor to comply with that item.

3. **Contract Documents**

ITS will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between **ITS** and the Vendor:

- 3.1 The Proposal Exception Summary Form as accepted by **ITS**;
- 3.2 Contracts which have been signed by the Vendor and **ITS**;
- 3.3 **ITS'** Request for Proposal, including all addenda;
- 3.4 Official written correspondence from **ITS** to the Vendor;
- 3.5 Official written correspondence from the Vendor to **ITS** when clarifying the Vendor's proposal; and
- 3.6 The Vendor's proposal response to the **ITS** RFP.

4. **Order of Precedence**

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both **ITS** and the winning Vendor.

5. **Additional Contract Provisions**

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

6. **Contracting Agent by Law**

The Executive Director of **ITS** is, by law, the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of computer and telecommunications equipment, systems, software, and services (Section 25-53-1, et seq., of the Mississippi Code Annotated). **ITS** is issuing this RFP on behalf of the procuring agency or institution. **ITS** and the procuring agency or institution are sometimes collectively referred to within this RFP as "State."

7. **Mandatory Legal Provisions**

- 7.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.
- 7.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
- 7.3 The Vendor shall have no limitation on liability for claims related to the following items:
 - 7.3.1 Infringement issues;
 - 7.3.2 Bodily injury;
 - 7.3.3 Death;
 - 7.3.4 Physical damage to tangible personal and/or real property; and/or
 - 7.3.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.
- 7.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.
- 7.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.
- 7.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.

- 7.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.
- 7.8 The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.
- 7.9 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

8. **Approved Contract**

- 8.1 Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:
 - 8.1.1 Written notification made to proposers on **ITS** letterhead, or
 - 8.1.2 Notification posted to the **ITS** website for the project, or
 - 8.1.3 CP-1 authorization executed for the project, or
 - 8.1.4 The **ITS** Board's approval of same during an open session of the Board.
- 8.2 **ITS** statute specifies whether **ITS** Director approval or **ITS** Board approval is applicable for a given project, depending on the total lifecycle cost of the contract.
- 8.3 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the **ITS** Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the **ITS** Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.

9. **Contract Validity**

All contracts are valid only if signed by the Executive Director of **ITS**.

10. **Order of Contract Execution**

Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of **ITS** signs.

11. Availability of Funds

All contracts are subject to availability of funds of the acquiring State entity and are contingent upon receipt by the winning Vendor of a purchase order from the acquiring State entity.

12. CP-1 Requirement

All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by **ITS**. This requirement does not apply to acquisitions that by policy have been delegated to State entities.

13. Requirement for Electronic Payment and Invoicing

13.1 Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Mississippi State Government's Enterprise Resource Planning (ERP) solution ("MAGIC") will be made electronically, via deposit to the bank account of the Vendor's choice. The awarded Vendor must enroll and be activated in PayMode™, the State's current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website: <http://portal.paymode.com/ms/>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting mash@dfa.ms.gov.

13.2 For state agencies that make payments through MAGIC, the awarded Vendor is required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State.

13.3 Items 13.1 and 13.2 only apply to state agencies that make payments through MAGIC. Payments and invoices for all other entities will conform to their standard methods of payment to contractors.

14. Time For Negotiations

14.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor's initial receipt of the project contract from **ITS**, unless **ITS** consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor's response to this RFP. **ITS** may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the

Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless **ITS** consents to a different period.

15. **Prime Contractor**

The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.

16. **Sole Point of Contact**

ITS will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

16.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.

16.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.

16.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

17. **ITS Approval of Subcontractor Required**
Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. **ITS** reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.
18. **Inclusion of Subcontract Agreements**
Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.
19. **Negotiations with Subcontractor**
In order to protect the State's interest, **ITS** reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.
20. **References to Vendor to Include Subcontractor**
All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.
21. **Outstanding Vendor Obligations**
 - 21.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which **ITS** is the contracting agent and who has received written notification from **ITS** regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, **ITS** has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.
 - 21.2 Any Vendor who is presently in default on existing contracts for which **ITS** is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.
 - 21.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.

22. **Equipment Condition**
For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **ITS** specifications, unless an explicit requirement for used equipment is otherwise specified.
23. **Delivery Intervals**
The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.
24. **Pricing Guarantee**
The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of ninety (90) days.
25. **Shipping Charges**
For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.
26. **Amortization Schedule**
For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.
27. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**
All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.
28. **Ownership of Developed Software**
- 28.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.
- 28.2 The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.
29. **Ownership of Custom Tailored Software**
In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license

entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.

30. **Terms of Software License**

The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.

31. **The State is Licensee of Record**

The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.

32. **Compliance with Enterprise Security Policy**

Any solution proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Security Policy. The Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines and covers the following topics: web servers, email, virus prevention, firewalls, data encryption, remote access, passwords, servers, physical access, traffic restrictions, wireless, laptop and mobile devices, disposal of hardware/media, and application assessment/certification. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

The Enterprise Security Policy is available to third parties on a need-to-know basis and requires the execution of a non-disclosure agreement prior to accessing the policy. The Vendor may request individual sections of the Enterprise Security Policy or request the entire document. The instructions for acquiring the State of Mississippi Enterprise Security Policy can be found at the link below.

<http://www.its.ms.gov/Services/Pages/ENTERPRISE-SECURITY-POLICY.aspx>

33. **Negotiating with Next-Ranked Vendor**

Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.

34. **Disclosure of Proposal Information**

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the **ITS** Public Records Procedures established in accordance with the Mississippi Public Records Act. The **ITS** Public Records Procedures are available in Section 019-010 of the **ITS** Procurement Handbook, on the **ITS** Internet site at:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=153> or from **ITS** upon request.

As outlined in the Third Party Information section of the **ITS** Public Records Procedures, **ITS** will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. **ITS** will not, however, give such notice with respect to summary information prepared in connection with the State's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations to the **ITS** Board or other approving bodies, and/or similar written documentation prepared for the project file. In addition, **ITS** will not provide third-party notice for requests for any contract executed as a result of this RFP.

Summary information and contract terms, as defined above, become the property of **ITS**, who has the right to reproduce or distribute this information without notification.

Vendors should further be aware that requests for disclosure of proposal information are sometimes received by **ITS** significantly after the proposal opening date. **ITS** will notify the signatory "Officer in Bind of Company" provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. If the "Officer in Bind of Company" should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

35. **Risk Factors to be Assessed**

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

36. **Proposal Bond**

The Vendor is not required to include a proposal bond with its RFP proposal.

37. **Performance Bond/Irrevocable Bank Letter of Credit**

The Vendor is not required to include the price of a performance bond or irrevocable bank letter of credit with its RFP proposal.

38. **Responsibility for Behavior of Vendor Employees/Subcontractors**

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

39. **Protests**

The Executive Director of **ITS** and/or the Board Members of **ITS** or their designees shall have the authority to resolve Vendor protests in connection with the selection for award

of a contract. Copies of the protest procedures are available on the **ITS** Internet site - **ITS** Protest Procedure and Policy, Section 019-020, **ITS** Procurement Handbook at:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=171> or from **ITS** upon request.

40. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the **ITS** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the **ITS** Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP number 3823.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the ITS Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or \$250,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by ITS in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, ITS reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of **ITS'** protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the **ITS** Executive Director.

41. **Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department

of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

SECTION V PROPOSAL EXCEPTIONS

Please return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state "No Exceptions Taken." If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with "shall" or "must," as long as the following are true:
 - 1.1 The specification is not a matter of State law;
 - 1.2 The proposal still meets the intent of the RFP;
 - 1.3 A *Proposal Exception Summary Form* is included with Vendor's proposal; and
 - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.
2. The Vendor has no liability to provide items to which an exception has been taken. **ITS** has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and **ITS** will discuss each exception and take one of the following actions:
 - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
 - 2.2 **ITS** will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
 - 2.3 **ITS** and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
 - 2.4 None of the above actions is possible, and **ITS** either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.
3. Should **ITS** and the Vendor reach a successful agreement, **ITS** will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor's exceptions. The *Proposal Exception Summary*, with those exceptions approved by **ITS**, will become a part of any contract on acquisitions made under this RFP.
4. An exception will be accepted or rejected at the sole discretion of the State.
5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the

standard terms and conditions of the State's RFP, including the *Standard Contract* in Exhibit A, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

6. For Vendors who have successfully negotiated a contract with **ITS** in the past, **ITS** requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to **ITS** or participated in contract negotiations with **ITS** on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

PROPOSAL EXCEPTION SUMMARY FORM

List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.

ITS RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	
1.			
2.			
3.			
4.			
5.			
6.			
7.			

SECTION VI RFP QUESTIONNAIRE

Please answer each question or provide the information as requested in this section.

1. **Mississippi's Accountability System for Government Information and Collaboration (MAGIC) Information for State of Mississippi Vendor File**

- 1.1 **MAGIC Vendor Code:** Any Vendor who has not previously done business with the State and has not been assigned a MAGIC Vendor code should visit the following link to register:

https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100

Vendors who have previously done business with the State may obtain their MAGIC Vendor code at the following link:

<http://www.mmrs.state.ms.us/vendors/index.shtml>

All Vendors must furnish **ITS** with their MAGIC Vendor code.

MAGIC Vendor Code: _____

Additional Vendor information, including contact information for assistance with MAGIC Vendor codes, can be found at the following link:

<http://www.mmrs.state.ms.us/vendors/index.shtml>

- 1.2 **Vendor Self-Certification Form:** The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification Form. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self-Certification Form can be obtained at:

http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf

Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at minority@mississippi.org.

Minority Vendor Self-Certification Form Included: _____
Minority Vendor Self-Certification Form Previously Submitted: _____
Not claiming Minority/Women Business Enterprise Status: _____

2. **Certification of Authority to Sell**

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)

3. **Certification of No Conflict of Interest**

Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees in selling to the State. The Vendor must answer and/or provide the following:

3.1 Does there exist any possible conflict of interest in the sale of items to any institution within **ITS** jurisdiction or to any governing authority? (A yes or no answer is required.)

3.2 If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist.

4. **Pending Legal Actions**

4.1 Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor's proposal? (A yes or no answer is required.)

4.2 If so, provide a copy of same and state with specificity the current status of the proceedings.

5. **Non-Disclosure of Social Security Numbers**

Does the Vendor acknowledge that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that contains the Social Security Number of an individual, has mechanisms in place to prevent the inadvertent disclosure of the individual's Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual's Social Security Number? This acknowledgement is required by Section 25-1-111 of the Mississippi Code Annotated.

6. **Order and Remit Address**

The Vendor must specify both an order and a remit address:

Order Address:

--

Remit Address (if different):

--

7. **Web Amendments**

As stated in Section III, **ITS** will use the **ITS** website to post amendments regarding RFPs before the proposal opening at:

http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx

ITS may post clarifications until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

Does the Vendor certify that they have reviewed a copy of the **ITS** amendments for RFPs as above stated? (A yes or no answer is required.)

SECTION VII TECHNICAL SPECIFICATIONS

1. How to Respond to this Section

- 1.1 Beginning with Item 2.1 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with "ACKNOWLEDGED," "WILL COMPLY" or "AGREED" to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State's sole discretion, being subject to disqualification.
- 1.3 "ACKNOWLEDGED" should be used when no vendor response or vendor compliance is required. "ACKNOWLEDGED" simply means the vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency's current operating environment is described or where general information is being given about the project.
- 1.4 "WILL COMPLY" or "AGREED" are used interchangeably to indicate that the vendor will adhere to the requirement. These terms are used to respond to statements that specify that a vendor or vendor's proposed solution must comply with a specific item or must perform a certain task.
- 1.5 If the Vendor cannot respond with "ACKNOWLEDGED," "WILL COMPLY," or "AGREED," then the Vendor must respond with "EXCEPTION." (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

2. Mandatory Provisions in Technical Requirements for this RFP

- 2.1 Certain items in the technical specifications of this RFP are MANDATORY. Vendors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification.
- 2.2 Mandatory requirements are those features classified as "MANDATORY" Section VII.

3. General Overview and Background

- 3.1 The University of Mississippi Medical Center invites proposals from qualified, competent, knowledgeable, and experienced managed document service companies that will provide full-service print/copy/scan/fax equipment and

managed document services while also administering the duties and responsibilities set forth in this Request for Proposals (“RFP”)

- 3.2 The term “copier” is used generically throughout this RFP to refer to any model or size of networked, digital copier/printer with scanning and fax capability, including all components necessary for installation and operation, and optional accessories. The requested and/or required features and capacities of specific copiers or groups of copiers are noted as appropriate.
- 3.3 UMMC has approximately 3,000 devices in the aging printer fleet.
- 3.4 The vendor will provide a comprehensive package that includes the following:
 - 3.4.1 A fleet of new copiers, deployed on the UMMC campus as well as other UMMC campuses throughout the state.
 - 3.4.2 All firmware/software necessary to operate the copiers, including upgrades and technical support.
 - 3.4.3 A device/fleet management system, preferably web-based
 - 3.4.4 Delivery, installation/configuration and testing
 - 3.4.5 User manuals and quick reference user guides
 - 3.4.6 In-person Training
 - 3.4.7 A maintenance agreement covering all parts and labor for preventive and remedial maintenance, as well as part/component upgrades as released/recommended by the manufacturer.
 - 3.4.8 All consumable supplies except paper
 - 3.4.9 Any other equipment or service required to satisfactorily provide the items above.

4. **Procurement Project Schedule**

Task	Date
First Advertisement Date for RFP	11/17/15
Second Advertisement Date for RFP	11/24/15
Vendor Conference	11:00 a.m. Central Time on 12/2/15
Deadline for Vendor’s Written Questions	3:00 p.m. Central Time on 12/11/15
Deadline for Questions Answered and Posted to ITS Web Site	1/7/16
Open Proposals	01/22/16
Evaluation of Proposals	01/22/16 – 03/16/16
ITS Board Presentation	03/17/16
Contract Negotiation	03/17/16 – 04/14/16
Proposed Project Implementation Start-up	05/01/16

5. **Statement of Understanding**

5.1 Vendors may request additional information or clarifications to this RFP using the following procedure:

5.1.1 Vendors must clearly identify the specified paragraph(s) and pages in the RFP that are in question. The following table should be used to format Vendor questions.

Question	RFP Section	RFP Page	Vendor Question
1			
2			
3			
4			
5			

5.1.2 Vendor must deliver a written document to Patti Irgens at **ITS** by Tuesday, December 11, 2015 at 3:00 p.m. Central Time. This document may be delivered by hand, mail, email, or fax. Address information is given on page one of this RFP. The fax number is (601) 713-6380. **ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS.** It is solely the responsibility of the vendor that the clarification document reaches **ITS** on time. Vendors may contact Patti Irgens to verify the receipt of their document. Documents received after the deadline will be rejected.

5.2 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the **ITS** web site by close of business on Thursday, January 7, 2016.

5.3 A Vendor Conference will be held on December 2, 2015 at 11:00 a.m. Attendance is not mandatory, however it is recommended for any Vendor who intends to submit an RFP response. The conference will be held at ITS located at 3771 Eastwood Drive, Jackson, MS 39211. Vendors can attend in person or via web conference. Vendors must contact Patti Irgens via email no later than 3:00 p.m. on December 1, 2015 to receive instructions on how to enter the web conference.

6. Vendor Requirements

- 6.1 If any component(s) necessary for operation of the requested system is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no additional cost. This includes, but is not limited to, all cabling, connectors, raceway, etc. necessary to render the configuration fully operational.
- 6.2 The Vendor must provide a description of his organization with sufficient information to substantiate proven expertise in the products and services being requested in this RFP.
- 6.3 The Vendor must disclose any company restructurings, mergers, and acquisitions over the past three (3) years.
- 6.4 The Vendor must specify the location of the organization's principal office and the number of executive and professional personnel employed at this office.
- 6.5 The Vendor must state the number of years the Vendor has been providing the products and services being proposed.
- 6.6 The Vendor must specify the organization's size in terms of the number of full-time employees, the number of contract personnel used at any one time, the number of offices and their locations, and structure (for example, state, national, or international organization).
- 6.7 The Vendor must provide the name and the state of incorporation of the organization, if incorporated.
- 6.8 The Vendor must indicate the number of implementations the company has performed for state/federal government entities which perform similar functions in their respective state/area/province as are required by this RFP.
- 6.9 The Vendor must describe the products and services being provided and the stage of development of those products and services.
- 6.10 The Vendor must provide a copy of their company's most recent annual report, including consolidated balance sheets and related statements of income, stockholders' or partners' equity and changes in financial position, for each of the three (3) fiscal years preceding the end of the most recent fiscal year. The financial information listed above should be compiled, reviewed, and/or audited by a Certified Public Accountant.
- 6.11 Vendor must provide an organizational chart identifying all personnel proposed for this project.
 - 6.11.1 The Vendor must submit a Staffing Plan to UMMC for review and approval. The staffing plan shall include:
 - 6.11.1.1 How the Vendor plans to address staffing requirements

- 6.11.1.2 A descriptive narrative indicating the role and responsibilities of each proposed staff.
 - 6.11.1.3 A resume for each of their staff members participating on this project. Resumes must reflect qualifications and recent experience relevant to the scope of the work indicated in this RFP. Resumes must include at least three (3) references that can be directly contacted to verify the individual's qualifications and experience.
- 6.11.2 Vendor must ensure that each staff member assigned to this project has the ability to communicate clearly in the English language both verbally and in written form.
- 6.11.3 Vendor must ensure that each staff member be willing to sign a Business Associate Agreement, Attachment B.
 - 6.11.3.1 Staff members must:
 - 6.11.3.1.1 Pass a standard finger printing background check performed by UMMC HR There is a \$50.00 fee paid by contractor in cash or money order.
 - 6.11.3.1.2 Have a negative TB Skin Test.. UMMC accepts 3rd party testing. Results must be within 1 year.
 - 6.11.3.1.3 Provide a complete 9 digit social security number.
 - 6.11.3.1.4 Sign a Non-Disclosure Agreement (see Attachment C)
 - 6.11.3.1.5 Flu Vaccination – Proof of Immunization – The CDC defines the flu season as October 1 through March 31. All staff member on any UMMC campus during this time period will require this vaccination.
- 6.12 Managed Document Output Services must be one of the Vendor's key lines of business.
- 6.13 Vendor must presently support Managed Document Output Services to an active customer base having operations on the scale of UMMC. (UMMC currently has over 10,000 employees.)
 - 6.13.1 Vendor should use these customer bases as References as outlined in Section IX, References.

- 6.14 Vendor must employ staff currently trained, experienced and actively engaged in Managed Document Output Support of comparable customer accounts.
- 6.15 A certificate of insurance acceptable to UMMC shall be issued as evidence that policies providing the required coverage, conditions, and limits are in full effect. These certificates shall also encompass any renewals or changes in policies, insurance companies, or indemnifications.
 - 6.15.1 Copies of the certificate of insurance shall be kept on file in the UMMC Purchasing Department and should be available for review at any time both onsite and within the general offices of the Vendor.
- 6.16 Vendor must provide examples of where they have experience managing and maintaining fleets of office equipment in a hospital, medical, research and education environment.
- 6.17 Vendor must provide at least one reference where they have worked with EPIC (Epic Systems Corporation) Health Informatics.

7. Cost & Environmental Impact Reduction

- 7.1 Preference will be given to Vendors who offer a reduced cost to the University during the duration of this contract due to replacement of UMMC owned and Vendor maintained equipment with leased and Vendor owned and maintained equipment.
- 7.2 Preference will be given to Vendors who offer year over year savings for the approximately 3,000 devices used in the fleet of UMMC owned and/or Vendor owned equipment units. During each year some of the number of non-compliant devices will be replaced and should allow for year over year cost savings as a result. Schedule of replacement devices can be found in Section VII, Item 11, Replacement.

8. Contract Management

- 8.1 MANDATORY - Vendor must be able to provide an Account Manager/Project Manager dedicated to UMMC to conduct needs assessment discussions within the departments, process quotes and coordinate delivery with the UMMC Service Desk. This Manager must act as the liaison between the Vendor and UMMC. This manager will also provide or coordinate all dedicated or ongoing training for Multifunctional Printer (MFP) deliveries where required.
- 8.2 Vendor's consultants must be able to train staff on operation of all office equipment.
- 8.3 MANDATORY - Vendor must consent to use the UMMC Help Desk system (currently LANDesk) for tracking service requests.

- 8.4 MANDATORY - Vendor must meet SLA's (Service Level Agreements) of 4-hour response time for service calls based on normal business hours of 8:00 am to 5:00 pm Central Time, Monday – Friday at no additional charge. Critical Care normal and after-hours requests must meet SLA of a 3-hour response time.
- 8.4.1 MANDATORY - Vendor must propose a fixed "per call" price for Critical Care after-hours service requests in Section VIII, Cost Information Submission.
- 8.4.2 After hours service for non-critical care area calls will be billed in addition to the fixed price contract agreement in Section VIII, Cost Information Submission.
- 8.5 Vendor must agree to provide loaner devices on an "as-needed" basis for service-related issues that may arise which cannot be resolved within a forty-eight (48) hour timeframe, and for emergency needs or special requests (such as audits, short term conferences, etc.).
- 8.5.1 MANDATORY - Loaner devices provided on an "as-needed" basis must be included in the fixed price contract agreement to cover emergency downtime in approved areas.
- 8.6 Vendor must make recommendations concerning the acquisition, retirement and/or relocation of existing document output assets to maximize efficiency.
- 8.7 Vendor must fully network-integrate, implement and deploy Vendor-provided document output devices into the current UMMC operating environment, including on-site installation and configuration of all equipment.
- 8.8 Vendor must perform a detailed initial validation survey to confirm, validate, and fine-tune the distribution of the proposed devices on all UMMC campuses throughout the state.
- 8.9 Vendor must develop and maintain a document output device implementation model based on the detailed initial validation survey and the concept of shared devices.
- 8.10 Vendor must manage the entire project, including installation, maintenance, invoicing and verification of use.
- 8.11 Vendor must assist in establishing and maintaining best practice policies for utilization, migration services for installation, configuration, and training.
- 8.12 Vendor must provide staff and services for active monitoring, attendance, operation, and on-site maintenance of all installed resources and other services necessary for providing the proposed services on an ongoing basis.
- 8.13 Vendor must cover for all installed resources under an on-site warranty with the written assurance that the on-site warranty costs will not increase over the term of the agreement.

- 8.14 MANDATORY - Vendor must provide all consumables, except paper, to support the installed resources, and offer next day delivery of supplies before 8:00 AM seven (7) days a week.
- 8.15 Vendor must provide a means to fully monitor and control all devices under contract and their related resources.
- 8.16 Vendor must provide additional hardware/software assets required to support the Vendor-provided document output devices at UMMC.
- 8.17 Vendor must provide a project manager and three (3) consultants employed on a full time basis in the local marketplace to assist UMMC with managed document output services for the full term of the Agreement. The integration requirements include, but are not limited to EPIC, Infor (Lawson), and Pharos.
- 8.18 Vendor must provide complete technical and user documentation for all installed hardware and software resources.
- 8.19 Vendor must provide detailed operational procedures for all tasks to be performed by UMMC IS (Information Systems) System Administrators.
- 8.20 Vendor must replace resources/devices when those resources/devices no longer incorporate current technology.
- 8.21 Vendor must cover the cost of de-installation, packaging, shipping, insurance and other related costs of returning the outsourced equipment at the end of the term, under the circumstances of a technical refreshment of any device, or at the termination of the Agreement.
 - 8.21.1 MANDATORY - Vendor must ensure all hard drives and other permanent memory in decommissioned devices are erased before disposing of them. Must provide certification.
- 8.22 Administrator should have the capability of setting up frequently used User Settings on one device and automatically pushing out those settings to other devices on the network.

9. Expected Print Volume

- 9.1 Current monthly print volume for UMMC is 5.3 million black and white pages, 462,000 color pages and is expected to increase approximately 10% per year over the life of the agreement.

10. Maintenance

- 10.1 MANDATORY - Vendor must be able to provide maintenance for the existing UMMC fleet of devices of approximately 2,200 upon the starting date of the agreement. Of these covered devices, approximately 1,500 of them are

networked devices, primarily Black and White Laser jet type printers. That leaves 700 devices that are covered by the service contract, but are not networked. The awarded Vendor will be provided approximately sixty (60) days after the day of contract execution to evaluate, assess needs and provide for maintenance supplies and equipment owned by UMMC. Vendor has the option to replace as designated these devices with appropriate and approved devices in lieu of providing maintenance for the non-compliance devices.

- 10.2 Vendor must be able to electronically monitor all network connected office equipment which includes performance/offline messages and paper usage counts. UMMC must have access and editing rights to a management console.
- 10.3 Vendor must be able to develop and implement a "best practices" equipment placement plan for all future office equipment placements and assist with streamlining equipment offerings available to departments within UMMC.

11. Replacement

- 11.1 MANDATORY - Vendor must be able to provide replacements for approximately 600 leased and Vendor provided copier/scanner/fax/printer units within 60 days of the starting day of the executed Agreement. These leased devices are not included as part of the earlier UMMC Owned counts.
- 11.2 MANDATORY - Vendor must be able to provide replacements for approximately 500 leased and Vendor provided networked printer units within 60 days of the starting day of the executed Agreement.. These leased devices are not included as part of the earlier UMMC Owned counts.
- 11.3 MANDATORY - In an effort to reduce UMMC's current deployment of single function printer devices, Vendor must agree to replace two hundred-fifty (250) single function printer devices in year one (1), two hundred (200) single function printer devices in year two (2) and the remainder in year three (3) with no increase to the monthly payment. UMMC assumes that all non-compliant UMMC owned and Vendor maintained devices will be replaced prior to the end of the three year (thirty six month) contract period.
- 11.4 MANDATORY - Vendor must also be able to provide UMMC with like for like replacements for the remaining devices currently leased from competitors (those that are not currently serviced by existing Vendor) at no additional charge as the contracts for those units expire. All units provided must be of equal speed, attachments and functionality as the competitive unit being replaced.
- 11.5 Vendor is responsible for coordinating replacement of copiers with a member of the UMMC Division of Information Systems (DIS) to ensure that document services will not be interrupted.

- 11.6 Once approved through UMMC DIS, Vendor will be responsible for notifying all departments of upcoming equipment deliveries and for scheduling with departmental personnel.
 - 11.7 During the term of the contract Vendor must agree that if any unit provided is not operating to the satisfaction of the UMMC departmental personnel or the UMMC Service Desk that said Vendor will replace the unit with a like for like replacement unit at no charge to UMMC.
 - 11.8 Vendor must be able to provide all configuration, installation and print verification for all pieces of office equipment. UMMC will provide a live network connection, standard network cable of appropriate length to connect the device to the network connection, live power outlets as required for office equipment and appropriate network addressing for each device.
 - 11.9 The Vendor will be responsible for assisting with the connection of the devices to any and all UMMC networks under the direction of UMMC's Division of Information Systems. Upon completion of each network installation, Vendor will also be responsible for testing print functionality and scan functionality.
 - 11.10 Selected Vendor will work with UMMC Staff, at a minimum annually, to establish a short list of standard devices to be offered to the campus
 - 11.11 Over a 3 year period UMMC would like to transition from a UMMC owned model to vendor managed/leased model. See Appendix A for current inventory to be replaced, as basis for pricing of the RFP.
12. **Replacement Device Compatibility**
- 12.1 See Attachments A and B for a complete list of current devices for reference only.
 - 12.2 Non-compliant devices would include non-networkable dedicated printer devices that are used for only one person, one desk, or one computer and devices that are technologically too old.
 - 12.3 UMMC has spent more than 400 hours testing printers with regards to the functionality required for printing in EPIC, Laserbrand Wrist bands, MFG # PLS-102W. All replacement models must be certified by UMMC as compatible with required application/software. UMMC requires a mandatory proof-of-concept trial period prior to acceptance.
 - 12.4 UMMC has identified printers that will NOT meet their requirements. These printers are listed in Attachment C, Printers That Will Not Work With Epic Applications.
 - 12.5 Replacement devices should include area specific devices that meet the criteria set forth in this RFP, and serve multiple computers, desks or areas.

- 12.6 Each replacement device must completely meet or exceed the specifications of the device it is replacing that is currently in use.
- 12.7 MANDATORY - All devices must comply with OSHA Standard 1910.95 for noise in the workplace.
- 12.8 MANDATORY - All printers, multifunction devices or copiers must be network capable devices with standard 10/100Base-T (or better) Ethernet interfaces and RJ-45 connectors. No standalone printers will be accepted.
- 12.9 MANDATORY - All printers must be PCL5, 5e and 6 compatible.
- 12.10 All services proposed must effectively use standard 20# bond paper.
- 12.11 In addition to standard 20# bond paper proposed devices should also support a range of paper of various weights, sizes and finishes appropriate to the device point of use.
 - 12.11.1 Vendor must state by proposed devices the range of paper weights, sizes and finishes supported.
- 12.12 Replacement devices must have an electronic print meter that can be easily accessed for viewing and be capable of being read remotely via the network.
- 12.13 Replacement devices must print minimally at 600 X 600 dpi resolution.
- 12.14 Replacement devices must provide Automatic Image Rotation or Automatic Image Orientation at all print resolutions.
- 12.15 Replacement devices must have console displays that signal to the operator the need to add paper, toner, and preventative maintenance, occurrence of paper jams or service requirements.
- 12.16 Replacement multifunction devices must provide for dual side scanning. Automatic reverse document feeders are acceptable.
- 12.17 Replacement devices must copy or print to within 3/16" of the leading edge of the paper and to within 1/8" of the remaining edges.
- 12.18 Replacement devices must have job recall/reprint capability.
- 12.19 Replacement devices must have print/copy priority selection.
- 12.20 An operator's manual must be provided for every replacement device.
- 12.21 Replacement devices with scanners must provide for scanning and faxing at 600 x 600 dpi resolution or better.
- 12.22 Replacement printers must be capable of being retrofitted with fax and scan capabilities.

- 12.23 Replacement multifunction devices should be capable of forwarding incoming faxes to an email destination or to another fax number based on user specified conditions.
- 12.24 Replacement multifunction devices must be able to provide scan-to-email functionality.
- 12.25 Vendor must state how their equipment will provide confidential sending and receiving and explain what enhanced security features their devices offer.
- 12.26 Replacement devices must be equipped with standard 10/100 Base-T Ethernet (or better) interfaces to allow for remote management and sharing of information even for devices without printing capability.
- 12.27 Replacement devices must also offer an easily accessible USB interface to enable direct attachment of a laptop for printing.
- 12.28 Network print drivers for replacement devices must offer the capability to send secured print jobs.
- 12.29 Network print drivers for replacement devices must offer the capability to send jobs to be stored on the device's memory for future retrieval.
- 12.30 Network print drivers for replacement devices must offer the capability to send priority print jobs.
- 12.31 Network print drivers for replacement devices must offer the capability to send pages from multiple applications to be combined and printed as a single print job.
- 12.32 Printer drivers must support the following:
 - 12.32.1 Windows 2003 Server,
 - 12.32.2 Windows Vista,
 - 12.32.3 Windows 7,
 - 12.32.4 Office 2010,
 - 12.32.5 Server 8,
 - 12.32.6 Windows 10,
 - 12.32.7 Windows 12, and
 - 12.32.8 MAC.
- 12.33 It is preferred but not mandatory that replacement devices can print directly to PDF, TIFF, Postscript and JPEG files without having the creating application

available. Vendor must list any costs associated with this option in Section VII, Cost Information Form under optional features.

12.34 It is preferred but not mandatory the replacement multifunction devices offer encrypted PDF creation. This means all devices/software must be capable of creating documents requiring a password to open, view, or edit them. Vendor must list any costs associated with this option in Section VII, Cost Information Form under optional features.

12.35 It is preferred but not mandatory that replacement multifunction devices should offer an optional web access capability to allow direct retrieval and printing of information from the internet without using a PC. Vendor must list any costs associated with this option in Section VII, Cost Information Form under optional features.

13. **Reporting**

13.1 Collection of printer use data and reporting by device serial number in spreadsheet format is required monthly. Information must also be available through management console.

13.2 Vendor must be able to provide monthly performance reporting and attend a monthly performance review with UMMC designees.

14. **Specific Terms**

14.1 MANDATORY - Vendor must be able to provide all office equipment for UMMC which is defined in the RFP as printers, copiers/Multifunction Devices.

14.2 Vendor must have the ability to lease all equipment to UMMC for a 3 - 5 year term. All additions/subtractions from the fleet will be considered co-terminus and will end after a period of five (5) years from the start date of the executed Agreement.

14.3 MANDATORY - Vendor must agree to provide UMMC with a single monthly invoice for services rendered under this agreement, with the ability to charge each device individually by account unit to be provided by UMMC at time of order.

14.3.1 Vendor must provide a monthly CD-ROM or data file that includes detailed information for the billing cycle. The following are the minimal requirements for this data:

14.3.1.1 Customer must be able to extract the data to an ASCII file with fixed record fields and size. (Excel spreadsheet preferred)

14.3.2 Enhanced billing detail will be provided at no charge to UMMC. Vendors must provide sample detail bills.

14.3.3 Data requirements include, but are not limited to, the following:

- 14.3.3.1 One master billing account.
- 14.3.3.2 Sub-accounts for each division.
- 14.3.3.3 Unified billing must be available by cost code, or department.
- 14.4 MANDATORY - Vendor must agree to invoice UMMC per the terms described above. UMMC will not negotiate this item. Please provide in your response whether or not your company can accommodate this condition. Those who cannot will not be considered.
- 14.5 Vendor must be able to provide all "service" or "servicing" needs for labor, materials for adjustments, repairs and replacements as necessitated by normal equipment usage and new printer stock and toner must be warehoused within 10 miles of the UMMC main location at all times.
- 14.6 Vendor must provide Printer Change Orders and documentation for all requested replacements during the length of the Agreement. Separate change orders will not be issued for printer changes during the duration of the five (5) year Agreement.
- 14.7 Vendor must present a monthly reconciliation of printer changes, printer change orders and replacements to a UMMC designee.
- 14.8 Vendor must be able to meet a three (3) business day turnaround time from the issuance of a Printer Change Order for delivery of all new Office Equipment requests.
- 14.9 Vendor must be able to provide a project manager and three (3) on-site full-time consulting resources for regularly scheduled preventative maintenance and daily break-fix issues as part of this contract Monday – Friday from 8:00 am to 5:00 pm. UMMC will provide office space, standard desks, phones and a 20 x 20 storage space with a locking door, storage cabinets and live network drops for the period of the Agreement for the four consultants.
- 14.10 Billing for overages should be on a monthly basis and evaluated periodically (bi-annually) to adjust overages to appropriate limits/fees
- 14.11 As UMMC continues to grow and acquire new hospitals, Vendor must agree that this RFP will apply to all current and future UMMC locations.
 - 14.11.1 Vendor must provide a pricing structure and outline an implementation plan for all new devices or acquired locations.
- 15. **Additional Requirements**
 - 15.1 **ITS** acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.

16. Scoring Methodology

16.1 An Evaluation Team composed of UMMC and **ITS** staff will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.

16.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.

16.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.

16.1.3 Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score.

16.1.4 For the evaluation of this RFP, the Evaluation Team will use the following categories and possible points:

Category	Possible Points
Non-Cost Categories:	
Vendor Requirements	35
Maintenance	25
Total Non-Cost Points	60
Cost	40
Total Base Points	100
Value Add	5
Maximum Possible Points	105

16.2 The evaluation will be conducted in four stages as follows:

16.2.1 Stage 1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization/format, Vendor experience, number of copies, bond requirement, timely delivery, and must be responsive to all mandatory requirements. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.

16.2.2 Stage 2 – Non-cost Evaluation (all requirements excluding cost)

16.2.2.1 Non-cost categories and possible point values are as follows:

Non-Cost Categories	Possible Points
Vendor Requirements	35
Maintenance	25
Maximum Possible Points	60

16.2.2.2 Proposals meeting fewer than 80% of the requirements in the non-cost categories may be eliminated from further consideration.

16.2.2.3 ITS scores the non-cost categories on a 10-point scale, with 9 points for meeting the requirement. The 'Meets Specs' score for each category is 90% of the total points allocated for that category. For example, the "Vendor Requirements" category was allocated 25 points; a proposal that fully met all requirements in that section would have scored 22.5 points. The additional 10% is used for a proposal that exceeds the requirement for an item in a way that provides additional benefits to the state.

16.3 Stage 3 – Cost Evaluation

16.3.1 Points will be assigned using the following formula:

$$(1 - ((B - A) / A)) * n$$

Where:

A = Total lifecycle cost of lowest valid proposal

B = Total lifecycle cost of proposal being scored

n = Maximum number of points allocated to cost for acquisition

16.3.2 Cost categories and maximum point values are as follows:

Cost Category	Possible Points
Lifecycle Cost	40
Maximum Possible Points	40

16.4 Stage 4 – Selection of the successful Vendor

16.4.1 On-site Demonstrations and Interviews

16.4.1.1 At the discretion of the State, evaluators may request interviews, on-site presentations, demonstrations or

discussions with any and all Vendors for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal.

16.4.1.2 If requested, Vendors must be prepared to make on-site demonstrations of system functionality and/or proposal clarifications to the evaluation team and its affiliates within seven calendar days of notification. Each presentation must be made by the project manager being proposed by the Vendor to oversee implementation of this project.

16.4.1.3 Proposed key team members must be present at the on-site demonstration. The evaluation team reserves the right to interview the proposed key team members during this onsite visit.

16.4.1.4 Although on-site demonstrations may be requested, the demonstration will not be allowed in lieu of a written proposal.

16.4.2 Site Visits

16.4.2.1 At the State's option, Vendors that remain within a competitive range must be prepared to provide a reference site within seven calendar days of notification. If possible, the reference site should be in the Southeastern region of the United States. Vendor must list potential reference sites in the proposal.

16.5 Final Quantitative Evaluation - Following any requested presentations, demonstrations, and/or site visits, the Evaluation Team will re-evaluate any technical/functional scores as necessary. The technical/functional and cost scores will then be combined to determine the Vendor's final score.

SECTION VIII COST INFORMATION SUBMISSION

Vendors must propose a summary of all applicable project costs in the matrix that follows. The matrix must be supplemented by a cost itemization fully detailing the basis of each cost category. The level of detail must address the following elements as applicable: item, description, quantity, retail, discount, extension, and deliverable. Any cost not listed in this section may result in the Vendor providing those products or services at no charge to the State or face disqualification.

Replacement Devices				
Make/Model	Monthly Equipment Cost	Impressions Included per Month	Overage: Cost per Impression Black	Overage: Cost per Impression Color
Total Annual Equipment Cost (not including overages)				

Role	Full Loaded Hourly Rate	Professional Services Annual Cost based on 2,080 hours
Staff		
Staff		
Staff		
Project Manager		
Annual Professional Services Total		
Professional Services Total for 5 year Contract Term (based on 2,080 hours/year)		
Total Maintenance for 5 year Contract Term		
Grand Total for Project (not including overages)		

Optional Features	Cost per month	Annual Cost

New Devices				
Make/Model	Monthly Equipment Cost	Impressions Included per Month	Overage: Cost per Impression Black	Overage: Cost per Impression Color

Fixed Per Call Price for Critical Care After Hours \$ _____
Fixed Per Call Price for Non-Critical Care After Hours \$ _____

SECTION IX REFERENCES

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

1. References

- 1.1 The Vendor must provide at least five (5) references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.
- 1.2 Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State's sole discretion:
 - 1.2.1 Failure to provide reference information in the manner described;
 - 1.2.2 Inability of the State to substantiate minimum experience or other requirements from the references provided;
 - 1.2.3 Non-responsiveness of references to the State's attempts to contact them; or
 - 1.2.4 Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.
- 1.3 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
 - 1.3.1 The reference installation must be for a project similar in scope and size to the project for which this RFP is issued;
 - 1.3.2 The reference installation must have been operational for at least six (6) months.
- 1.4 The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, including the procuring agency and/or other agencies or institutions of the State, even if that customer is not included in the Vendor's list of references, and to utilize such information in the evaluation of the Vendor's proposal.
- 1.5 Unless otherwise indicated in the Scoring Methodology in Section VII, reference information available to the State will be used as follows:

- 1.5.1 As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;
- 1.5.2 To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.
- 1.6 The State reserves the right to forego reference checking when, at the State's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to the State.

2. **Subcontractors**

The Vendor's proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and three (3) references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references are included at the end of this section.

Unless otherwise noted, the requirements found in the References section may be met through a combination of Vendor and subcontractor references and experience. Vendor's proposal should clearly indicate any mandatory experience requirements met by subcontractors. NOTE: The State reserves the right to eliminate from further consideration proposals in which the prime Vendor does not, in the State's sole opinion, provide substantive value or investment in the total solution proposed. (i.e. the State does not typically accept proposals in which the prime Vendor is only a brokering agent.)

REFERENCE FORM

Complete five (5) Reference Forms.

Contact Name:
Company Name:
Address:
Phone #:
E-Mail:
Project Start Date:
Project End Date:

Description of product/services/project, including start and end dates:

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SUBCONTRACTOR REFERENCE FORM

Complete a separate form for each subcontractor proposed.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:

Scope of services/products to be provided by subcontractor:

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Complete three (3) Reference Forms for each Subcontractor.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:
Description of product/services/project, including start and end dates:

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EXHIBIT A STANDARD CONTRACT

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with **ITS**. The inclusion of this contract does not preclude **ITS** from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

If Vendor cannot comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the *Proposal Exception Summary Form* included in Section V.

**PROJECT NUMBER 41621
LEASE AGREEMENT
BETWEEN
INSERT VENDOR NAME
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
University of Mississippi Medical Center**

This Lease Agreement (hereinafter referred to as "Agreement") is entered into by and between INSERT VENDOR NAME, a INSERT STATE OF INCORPORATION corporation having its principal place of business at INSERT VENDOR ADDRESS (hereinafter referred to as "Lessor"), and Mississippi Department of Information Technology Services, with its principal office at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as "Lessee"). ITS and Lessee are sometimes collectively referred to herein as "State."

WHEREAS, Lessee, pursuant to Request for Proposals ("RFP") Number 3823, requested proposals for the acquisition of certain equipment as listed in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, Lessor was the successful proposer in an open, fair, and competitive procurement process to provide the Equipment and services described above;

NOW THEREFORE, in consideration of the mutual promises, consideration, and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

The following terms as used herein shall have the following meanings:

- 1.1 "Equipment"** means the hardware and software listed in the attached Exhibit A, and any and all additions, repairs, replacements, and modifications.
- 1.2 "Lessee"** means University of Mississippi Medical Center and its assignees, if any.
- 1.3 "Lessor"** means INSERT VENDOR NAME and its assignees, if any.
- 1.4 "Original Term"** means a period of five (5) years commencing on the date the Equipment is accepted by Lessee.
- 1.5 "Term"** means the Original Term and any renewal terms.

ARTICLE 2 TERM OF LEASE

2.1 The Original Term of this Agreement shall commence on the date that the Equipment is accepted by Lessee, as specified in Article 9 herein, and shall continue in effect for a period of five (5) years thereafter, unless the Agreement is extended by mutual, written agreement or terminated as prescribed elsewhere herein.

2.2 This Agreement will become a binding obligation on the State only upon the issuance of

a valid purchase order by the Lessee following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

ARTICLE 3 LEASE OF EQUIPMENT

Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the Equipment specified in the attached Exhibit A. Lessee agrees that Lessor shall have the right, at all reasonable times during Lessee's business hours, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE 4 COVENANTS OF LESSEE

4.1 Lessee is a sovereign State of the United States of America within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"), and the related regulations and rulings, and is duly authorized to enter into this Agreement and to carry out its obligations hereunder.

4.2 Lessee has complied with all applicable public procurement requirements, and this Agreement constitutes a valid, legal, and binding obligation of Lessee, enforceable in accordance with its terms.

4.3 Lessee has sufficient appropriations or other funds available to pay the amounts due hereunder for the current fiscal year. Further, Lessee agrees to make its best effort to budget for and have appropriated each budget and/or appropriation cycle sufficient funds to make the periodic payments throughout the Term of this Agreement.

4.4 The Equipment covered under this Agreement is essential to Lessee's proper, efficient, and economic operation.

4.5 The Equipment is, and shall remain during the period this Agreement is in force, personal property and, when subject to use by Lessee under this Agreement, will not be or become fixtures.

4.6 Lessee, to the extent permitted or required under Mississippi law, agrees to file IRS form 8038G in accordance with the provisions of Section 103(c) of the Internal Revenue Code of 1986, as amended.

ARTICLE 5 WARRANTIES

5.1 Lessor represents and warrants that all Equipment provided by Lessor shall meet or exceed the minimum specifications set forth in RFP No. 3823 and Lessor's Proposal in response thereto.

5.2 For a period of five (5) years, Lessor warrants that the Equipment provided pursuant to this Agreement shall operate without defects in material and workmanship. All Equipment provided by Lessor shall be covered by the manufacturer's warranties beginning upon acceptance of the Equipment. Lessor's obligations pursuant to these warranties shall include, but are not limited to, the correction of all defects in the Equipment and the repair or replacement of the Equipment, all at Lessor's expense.

5.3 Lessor represents and warrants that it has the right to lease the Equipment provided under this Agreement.

5.4 Lessor represents and warrants that each unit of hardware delivered as part of the Equipment hereunder shall be delivered new and not as “used, substituted, rebuilt, refurbished, or reinstalled” Equipment.

5.5 Lessor represents and warrants that the Equipment shall be fit for the particular purpose set forth in this Agreement and RFP No. 3823, with regard to Lessee’s foreseeable or projected needs.

5.6 Lessor represents and warrants that it has and will obtain and pass through to Lessee any and all warranties obtained or available from the licensor of software or the manufacturer of the hardware and replacement parts supplied to Lessor and delivered as part of the Equipment hereunder.

5.7 Lessor represents and warrants that it shall maintain all Equipment provided hereunder pursuant to the manufacturer’s warranty policies throughout the equipment manufacturer’s specified warranty period.

5.8 Lessor represents and warrants that all work performed hereunder, including but not limited to consulting, training, and maintenance, shall be performed by competent personnel, shall be of professional quality consistent with generally accepted industry standards for the performance of such services, and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Lessor shall, for a period of ninety (90) days from the performance of service, perform the services again at no cost to the Lessee, or if the Lessor is unable to perform the services as warranted, the Lessor shall reimburse the Lessee the fees paid to the Lessor for the unsatisfactory services.

5.9 Lessor represents and warrants that there is no disabling code or a lockup program or device embedded in the Equipment provided to Lessee. Lessor further agrees that it will not, under any circumstances including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Lessee’s use of the Equipment and/or which would restrict Lessee from accessing its data files or in any way interfere with the transaction of Lessee’s business. For any breach of this warranty, Lessor, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Equipment to Lessee that is free of such disabling code or a lockup program or device.

5.10 Lessor represents and warrants that the Equipment, as delivered to Lessee, does not contain a computer virus. For any breach of this warranty, Lessor, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Equipment to Lessee that is free of any virus and shall be responsible for repairing, at Lessor’s expense, any and all damage done by the virus to Lessee’s site.

5.11 If applicable under the given circumstances, Lessor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-

Verify Program. Lessor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security where required, to provide a copy of each such verification to the State. Lessor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Lessor understands and agrees that any breach of these warranties may subject Lessor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Lessor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Lessor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

5.12 Lessor represents and warrants that the system provided pursuant to this Agreement will pass both internal security audits and independent security audits. For any breach of the preceding warranty at any time during the Term of this Lease Agreement, Lessor shall, at its own expense and at no cost to Lessee, remediate any defect, anomaly or security vulnerability in the system by repairing and/or replacing any and all components of the system necessary in order for the system to be secure.

5.13 Lessor represents and warrants that no official or employee of Lessee or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Lessor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Lessor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

5.14 The Lessor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Lessor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Lessor as it would pursue in the event of a breach of contract by the Lessor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

ARTICLE 6 INFRINGEMENT INDEMNIFICATION

6.1 Lessor represents and warrants that neither the Equipment, their elements, nor the use

thereof violates or infringes on any copyright, patent, trademark, servicemark, trade secret, or other proprietary right of any person or entity. Lessee shall notify Lessor promptly of any infringement claim of which it has knowledge and shall cooperate with Lessor in the defense of such claim, all at Lessor's expense. Lessor, at its own expense, shall defend or settle any and all infringement actions filed against Lessor or Lessee which involves the Equipment provided under this Agreement and shall pay all settlements, as well as all costs, attorney fees, damages, and judgment finally awarded against Lessee. If the continued use of the Equipment for the purpose intended is threatened to be enjoined or is enjoined by any court of competent jurisdiction, Lessor shall, at its expense: (a) first procure for Lessee the right to continue using the Equipment, or upon failing to procure such right; (b) modify or replace the Equipment or components thereof so it becomes non-infringing, or upon failing to secure either such right; (c) refund the lease payments previously paid by Lessee for the Equipment Lessee may no longer use. Said refund shall be paid within ten (10) working days of notice to Lessee to discontinue said use.

6.2 Lessor shall have no indemnification obligations to Lessee for claims resulting directly from any of the following: (a) Lessee's modification of the Equipment where such modification was not authorized in writing by Lessor and where such modification creates said infringement; and (b) Infringement resulting from the combination or use of the Equipment provided by Lessor with any other items provided by Lessee or others.

ARTICLE 7 TITLE

During the Term of this Agreement, title to the Equipment and any and all additions, repairs, replacements, or modifications shall be and remain vested at all times in Lessor or its assignee, subject to the rights of Lessee, and nothing in this Agreement shall give or convey to Lessee any right, title, or interest therein.

ARTICLE 8 RISK OF LOSS; DELIVERY; INSTALLATION, AND RELOCATION

8.1 Lessor shall assume and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever while in transit and at all times throughout Lessee's possession thereof.

8.2 Lessor shall be responsible for all charges relating to the transportation of the leased Equipment to Lessee's location and installation at such location. Further, Lessor shall deliver the Equipment to the location specified by Lessee, pursuant to the delivery schedule agreed to by the parties.

8.3 Lessor shall complete installation of the Equipment pursuant to the requirements set forth in RFP No. 3823. Lessor shall be responsible for installing all Equipment, cable, and materials in accordance with all state, federal, and industry standards for such items.

8.4 Lessor shall be responsible for replacing, restoring, or bringing to at least original condition any damage to floors, ceilings, walls, furniture, grounds, pavements, sidewalks, and the like caused by its personnel and operations during the installation and de-installation, subject to final approval of ITS. The repairs will be done only by technicians skilled in the various trades involved, using materials and workmanship to match those of the original construction in type and quality.

8.5 Lessee may transfer the Equipment to a new location by notifying Lessor in writing of the transfer at least thirty (30) calendar days before the move is made.

ARTICLE 9 SCHEDULE AND ACCEPTANCE

9.1 Lessor warrants that all Equipment shall be properly delivered, installed, and integrated for acceptance testing within the scheduling deadlines set forth by Lessee as the site is deemed ready for installation. Lessor shall provide Lessee with an installation schedule identifying the date, time, and location.

9.2 Full implementation must be completed within sixty (60) calendar days of execution of this Agreement. Full implementation includes (a) training for all applicable Lessee personnel having been completed, and (b) the Equipment having been successfully tested by Lessee's personnel and reported defects having been corrected by Lessor.

9.3 Upon notification by Lessor that the Equipment has been implemented for acceptance testing, Lessee shall have thirty (30) calendar days to evaluate and test the Equipment to confirm that it performs without any defects and performs pursuant to the specifications set forth in RFP No. 3823 and the Lessor's Proposal in response thereto. In the event the Equipment fails to perform to Lessee's satisfaction, Lessee shall immediately notify Lessor. Lessor shall, at Lessor's sole expense, correct defects identified by Lessee within four (4) working days, or such other period as the parties may agree upon, subject to Equipment delivery delays. Lessee shall re-test the Equipment within thirty (30) calendar days from receipt of notice of the completion of any required fixes. The thirty (30) day testing period will be extended by system down-time.

9.4 Monthly lease payments shall not begin or be due from Lessee until such time as Lessee notifies Lessor of its acceptance of the Equipment. Upon notification from Lessee of its acceptance, Lessor shall submit its first monthly billing to Lessee.

ARTICLE 10 TRAINING

Lessor shall, for the fees specified in the attached Exhibit A, provide ongoing training for multifunctional printers where required. Lessor and Lessee shall mutually agree on the time for the training and an outline of the training to be provided. Lessor specifically agrees and understands that Lessee will not accept the Equipment until Lessor completes the training requirements. Lessor agrees to provide, upon delivery, all user documentation and technical manuals needed to fully acquaint the user with operation of all of the Equipment.

ARTICLE 11 LEASE PAYMENTS AND TAXES

11.1 The charges for the Equipment and services covered by this lease Agreement are specified in the attached Exhibit A. Charges for any partial month for the Equipment shall be pro-rated based on a thirty (30) day month. In no event will the total compensation to be paid hereunder exceed the specified sum of \$INSERT AMOUNT, unless prior written authorization from ITS has been obtained. Upon notification from Lessee of its acceptance of the Equipment, Lessor shall submit an invoice with the appropriate documentation to Lessee. Lessor shall submit invoices and supporting documentation to Lessee electronically during the term of this Agreement using the processes and procedures identified by the State. Lessee agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by Lessee within forty-five (45) days of receipt of the invoice. Lessor understands and agrees that Lessee is exempt from the payment of taxes. All payments should be made in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as

directed by the State. The payments by these agencies shall be deposited into the bank account of the Lessor's choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Lessor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement."

11.2 Penalties for late payments shall be as stated in the aforementioned statute set forth in Article 11.1 herein, which generally provides that if payment is not made to Lessor within forty-five (45) days of Lessee's receipt of the invoice, Lessee shall be liable to Lessor for interest at a rate of one and one-half percent (1 ½%) per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid amount due from the expiration of such forty-five (45) day period until such time as payment is made.

11.3 The obligations of Lessee under this Agreement, including its obligation to pay the lease payments due with respect to the Equipment in any fiscal year for which this Agreement is in effect, shall constitute a current expense of Lessee for such fiscal year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and the laws of Mississippi. A portion of each lease payment is paid as and represents the payment of interest. Exhibit A sets forth the interest component of each lease payment.

11.4 Subject to the availability of funds as specified in Article 13 herein, Lessee agrees that its obligation to make lease payments once the Equipment has been accepted, as prescribed in Article 9 herein, is absolute, unconditional, and independent and is not subject to any abatement, set-off, defense, or counterclaim, except those pertaining to Equipment failure or to the damage or loss of the Equipment.

ARTICLE 12 INSURANCE

Lessor shall, at its expense, maintain at all times during the Term fire and extended coverage, public liability, and property damage insurance with respect to the Equipment in such amount, covering such risks, and with such insurers as shall be satisfactory to Lessor. Each insurance policy will name Lessor as insured and Lessee as additional insured and will contain a clause requiring the insurer to give Lessee at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of such policy will be payable to Lessor and Lessee or their assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessor will deliver to Lessee a certificate evidencing such insurance. In the event of any loss, damage, injury, or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

ARTICLE 13 AVAILABILITY OF FUNDS

13.1 Lessee believes that funds can be obtained in amounts sufficient to make all lease payments during the Term. Lessee hereby covenants that it will do all things within its power to obtain, maintain, and properly request and pursue funds from which lease payments may be made, specifically including in Lessee's annual budget requests an amount sufficient to make lease payments for the full Term. Lessee intends to make lease payments for the full Term if funds are legally available for that purpose.

13.2 It is expressly understood and agreed that the obligation of Lessee to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi Legislature and the receipt of state and/or federal funds. If the funds anticipated for the fulfillment of this Agreement

are, at any time, not forthcoming or are insufficient through no fault of Lessee, or if there is a discontinuance or material alteration of the program under which funds were available to Lessee for the payments due under this Agreement, Lessee shall have the right to immediately terminate this Agreement without damage, penalty, cost, or expense to Lessee of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Lessee shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

ARTICLE 14 USE AND PERMITS

Lessee shall exercise due care in the use, operation, and maintenance of the Equipment. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession, and use of the Equipment and Lessee shall comply with all state and federal laws applicable to the Equipment. Lessee shall subscribe to Lessor's maintenance services so as to maintain, preserve, and keep the Equipment in good repair, working order, and condition.

ARTICLE 15 QUIET ENJOYMENT

Provided that Lessee has duly performed its obligations pursuant to this Agreement, Lessee shall have the right to use and possess the Equipment during the Term of this Agreement, including any renewals hereof, without disturbance, interference, or interruption by Lessor or any person claiming by, through, or under Lessor, including without limitation any assignee financial institution.

ARTICLE 16 DAMAGE TO EQUIPMENT

If, after delivery of the Equipment to Lessee, all or any part of the Equipment is, through no fault of Lessee, lost, stolen, destroyed, or damaged beyond repair, Lessor shall, within ten (10) business days, replace the same at Lessor's sole cost and expense with equipment of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessee's reasonable approval, whereupon such replacement shall be substituted in this Agreement by appropriate endorsement.

ARTICLE 17 MAINTENANCE SERVICES

17.1 During the Term of this Agreement, Lessor agrees to provide on-site maintenance service on all Equipment and any other devices that would be included within them. Lessor will respond by telephone within one (1) hour to requests for maintenance service Monday through Friday, 8:00 A.M. to 5:00 P.M. (Central Time), and will come on-site with the necessary crash kit for critical components within three (3) hours from the point the call is made to service the Equipment.

17.2 Lessor agrees it will maintain in house the most frequently used supply replacement parts needed to service the Equipment. Replacement parts will be new and not refurbished and will either be manufactured by and/or meet the minimum specifications established by the manufacturer of the Equipment.

17.3 Lessor agrees to a maximum forty-eight (48) hour turnaround from the point the call is made on all repairs not requiring parts ordering and a maximum five (5) working days on all other repairs. If the repairs have not been made within these designated time frames.

17.4 Lessor agrees to provide preventive maintenance based on the specific needs of the Equipment during normal business hours and at intervals specified in RFP No. 3823 and Lessor's Proposal as accepted by the State in response thereto. Preventive maintenance may

be performed concurrently with remedial maintenance activity. Lessor must record all activities related to preventive maintenance on a log to be retained on-site.

17.5 Maintenance does not cover damage to Equipment caused by Lessee's abuse or neglect; damage caused by an act of God (flood, earthquake, lightning, etc.), or loss due to fire or theft; neglect, misuse, alterations, or deviation from intended machine use; maintenance or repair of the machine performed by persons other than Lessor, or maintenance or removal of alterations or attachments.

17.6 If Lessor is unable to maintain the Equipment in good working order, Lessor shall replace the Equipment with either an identical product or another product that provides equal or greater capabilities. If a replacement product is provided under this Article, there will be no additional charges for the Term of this Agreement.

17.7 All lease prices and maintenance rates applicable to this transaction are set forth in Lessor's Proposal in response to RFP No. 3823 and are firm and not subject to being increased during the Term of this Agreement.

ARTICLE 18 TERMINATION AND RETURN OF EQUIPMENT

18.1 This Agreement may be terminated as follows: (a) by Lessee due to the unavailability of funds as set forth in Article 13 herein; or (b) by Lessee if all payments authorized or required to be paid by Lessee hereunder have been made; or (c) by Lessee if Lessor becomes the subject of bankruptcy, reorganization, liquidation, or receivership proceedings, whether voluntary or involuntary; or (d) by Lessee if Lessee determines it to be in Lessee's best interest to so terminate; or (e) if either party fails to comply with any material term or condition of this Agreement, the non-defaulting party may terminate this Agreement or suspend its performance under this Agreement upon the giving of thirty (30) days written notice, unless the breach is cured within said thirty (30) day period. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Lessee to make payments required hereunder shall cease.

18.2 Upon the expiration or termination of this Agreement and de-installation of the Equipment by Lessor, Lessee shall return the Equipment to Lessor in its original condition, normal wear and tear excepted, and Lessee shall not be responsible for the payment of any further payments coming due past the date of termination. Lessor shall bear all costs associated with the return of the Equipment.

ARTICLE 19 NO REMEDY EXCLUSIVE

No remedy herein conferred upon or reserved to either party is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity.

ARTICLE 20 ASSIGNMENT AND SUBLEASE

20.1 Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

20.2 No such assignment shall be effective against Lessee unless and until Lessor files a

copy of same with Lessee. Lessee shall pay all lease payments due hereunder to or at the direction of Lessor or the assignee named in the most recent assignment or notice of assignment filed with Lessee.

20.3 Lessee may not assign or dispose of any of its interests under this Agreement to any other person or enter into any sublease of all or part of the Equipment without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

ARTICLE 21 MODIFICATION

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

ARTICLE 22 GOVERNING LAW

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi, and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Lessor expressly agrees that under no circumstances shall Lessee or ITS be obligated to pay an attorney's fee, prejudgment interest, or the cost of legal action to Lessor. Further, nothing in this Agreement shall affect any statutory rights Lessee may have that cannot be waived or limited by contract.

ARTICLE 23 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

ARTICLE 24 SEVERABILITY

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

ARTICLE 25 CAPTIONS

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision or section of this Agreement.

ARTICLE 26 THIRD PARTY ACTION NOTIFICATION

Lessor shall notify Lessee in writing within five (5) business days of Lessor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Lessor or Lessee by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Lessor's performance under this Agreement. Failure of the Lessor to provide such written notice to Lessee shall be considered a material breach of this Agreement and the Lessee may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 27 AUTHORITY TO CONTRACT

Lessor warrants that it is a validly organized business with valid authority to enter into this Agreement, that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

ARTICLE 28 NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means, provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Lessee's address for notice is: Mr. Kevin Yearick, Chief Technology Officer, University of Mississippi Medical Center, 2500 North State Street, Jackson, Mississippi 39216. The Lessor's address for notice is: INSERT VENDOR NOTICE INFORMATION. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 29 RECORD RETENTION AND ACCESS TO RECORDS

Lessor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Lessee, ITS, any state or federal agency authorized to audit Lessee, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Lessor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Lessor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Lessor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 30 COMPLIANCE WITH LAWS

30.1 Lessor shall comply with, and all activities under this Agreement shall be subject to, all Lessee policies and procedures and all applicable federal, state, and local laws, regulations, policies, and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Lessor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin, or disability. Further, if applicable, Lessor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

30.2 Lessor represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Lessor represents and warrants that it will comply with the

applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

ARTICLE 31 CONFLICT OF INTEREST

Lessor shall notify Lessee of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to Lessee's satisfaction, Lessee reserves the right to terminate this Agreement.

ARTICLE 32 SOVEREIGN IMMUNITY

By entering into this Agreement with Lessor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 33 CONFIDENTIAL INFORMATION

33.1 Lessor shall treat all Lessee data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Lessee. In the event that Lessor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Lessor shall promptly inform Lessee and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules, and regulations. This article shall survive the termination or completion of this Agreement, shall continue in full force and effect, and shall be binding upon the Lessor and its agents, employees, successors, assigns, subcontractors, or any party or entity claiming an interest in this Agreement on behalf of or under the rights of the Lessor, following any termination or completion of this Agreement.

33.2 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Lessor. ITS will provide third party notice to Lessor of any requests received by ITS for any such confidential exhibits so as to allow Lessor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

33.3 The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed confidential information.

ARTICLE 34 EFFECT OF SIGNATURE

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties, and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the Lessee or the Lessor on the basis of draftsmanship or preparation hereof.

ARTICLE 35 DISPUTES

Any dispute concerning a question of fact under this Agreement, which is not disposed of by agreement of the Lessor and Lessee, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 36 HOLD HARMLESS

To the fullest extent allowed by law, Lessor shall indemnify, defend, save and hold harmless, protect, and exonerate Lessee, ITS and the State, its Board Members, officers, employees, agents, and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs, and expenses of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, attorney fees, and claims for damages arising out of or caused by Lessor and/or its partners, principals, agents, employees, or subcontractors in the performance of or failure to perform this Agreement.

ARTICLE 37 ENTIRE AGREEMENT

37.1 This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating hereto, including all terms of any unsigned or "shrink-wrap" license included in any package, media, or electronic version of Lessor-furnished software. The RFP No. 3823 and Lessor's Proposal in response thereto are hereby incorporated into and made a part of this Agreement.

37.2 The Agreement made by and between the parties hereto shall consist of and precedence is hereby established by the order of the following:

- A.** This Agreement signed by both parties;
- B.** Any exhibits attached to this Agreement;
- C.** RFP No. 3823 and written addenda; and
- D.** Lessor's Proposal, as accepted by Lessee, in response thereto.

37.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Lessor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof, provided, however, that in the event an issue is addressed in one of the above mentioned documents, but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("D. Lessor's Proposal").

ARTICLE 38 SURVIVAL

Articles 5, 6, 22, 29, 32, 33, 36, and all other articles, which by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

ARTICLE 39 DEBARMENT AND SUSPENSION CERTIFICATION

Lessor certifies that neither it nor its principals: (a) are presently debarred, suspended,

proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and (d) have, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

ARTICLE 40 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

Lessor and Lessee understand and agree that all products and services provided by Lessor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Lessor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

ARTICLE 41 STATUTORY AUTHORITY

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the Executive Director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software, and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Lessee's or Lessor's contractual obligations, financial or otherwise, contained within this Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Lessee's funding source.

ARTICLE 42 TRANSPARENCY

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

**State of Mississippi, Department of
Information Technology Services, on
behalf of University of Mississippi Medical
Center**

INSERT VENDOR NAME

**By: _____
Authorized Signature**

**By: _____
Authorized Signature**

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT A

Make/Model	Monthly Equipment Cost	Impressions Included per Month	Overage: Cost per Impression Black	Overage: Cost per Impression Color
Total Annual Equipment Cost (not including overages)				

Role	Full Loaded Hourly Rate	Professional Services Annual Cost based on 2,080 hours
Staff		
Staff		
Staff		
Project Manager		
Annual Professional Services Total		
Professional Services Total for 5 year Contract Term (based on 2,080 hours/year)		
Total Maintenance for 5 year Contract Term		
Grand Total for Project (not including overages)		

Fixed Per Call Price for Critical Care After Hours \$_____

Fixed Per Call Price for Non-Critical Care After Hours \$_____

**EXHIBIT B
BUSINESS ASSOCIATE AGREEMENT**



BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (hereinafter, the "Agreement") is made and entered into as of the ____ day of ____, 20__, by and between ____ ("Business Associate") located at ____ and the University of Mississippi Medical Center located at 2500 North State Street, Jackson, MS 39216 ("Covered Entity") (or, alternately, "UMMC").

WITNESSETH:

WHEREAS, Business Associate and Covered Entity desire to enter into this Agreement in order to comply with the national standards for the privacy of individually identifiable Protected Health Information adopted by the Department of Health and Human Services ("DHHS") pursuant to the Health Insurance Portability and Accountability Act of 1996, as published in a final rule dated December 28, 2000, and final rule modifications published January 25, 2013 (as may be now or hereafter amended or modified, "HIPAA").

NOW THEREFORE, in consideration of the mutual promises herein contained, it is agreed as follows:

1. **Definitions.** For purposes of this Agreement, the terms "Business Associate," "Individual," "Use," "Disclosure," and "Protected Health Information", and other terms used, but not otherwise defined in this Agreement, shall have the respective meanings ascribed to those terms in HIPAA. The term "Covered Entity" shall further include any affiliate of Covered Entity, and "Administrative Safeguards" shall have the same meaning as the term "administrative safeguards" as defined in HIPAA with the exception that it shall apply to the management of the conduct of Business Associate's workforce, rather than Covered Entity's workforce, in relation to the protection of that information.

2. **Parameters of Business Relationship.** Business Associate will perform services and/or provide goods for or on behalf of Covered Entity ("Services"). In performing Services for or on behalf of Covered Entity, Business Associate will be provided with and have access to individually identifiable Protected Health Information. Business Associate will Use all such Protected Health Information solely in the performance of Services for or on behalf of Covered Entity, in accordance with the terms of this Agreement, and Business Associate shall limit and regulate all Uses and Disclosures of all such Protected Health Information in accordance with the terms of this Agreement. Business Associate may Use and Disclose Protected Health Information as necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate (collectively, "Business Associate's Operations"). Business Associate may Disclose Protected Health

Information as necessary for Business Associate's Operations only if: (a) the Disclosure is required by law; or (b) Business Associate ensures that any person or organization to whom Business Associate will Disclose such Protected Health Information agrees in writing to comply with the applicable provisions of HIPAA, including, but not limited to, that the person or organization will (1) hold such Protected Health Information in confidence and Use or further Disclose it only for the purpose for which Business Associate Disclosed it to the person or organization as required by law; and (2) notify Business Associate of any instance of which the person or organization becomes aware in which the confidentiality of such Protected Health Information was breached.

3. De-Identification. Covered Entity may, but shall not be obligated to, de-identify any or all Protected Health Information in accordance with HIPAA. If the information received by Business Associate from Covered Entity has been appropriately de-identified, then such information will not be considered to be Protected Health Information for purposes of this Agreement and this Agreement shall not apply to such de-identified information.

4. Duties of Business Associate. Business Associate agrees to comply in all material respects with HIPAA when Using or Disclosing Protected Health Information received by Business Associate from or on behalf of Covered Entity including:

a. Business Associate will not Use or Disclose Protected Health Information received from Covered Entity in any way other than permitted or required by this Agreement. Business Associate may Use or Disclose Protected Health Information as otherwise required by law.

b. Business Associate will exercise appropriate safeguards to prevent Use or Disclosure of Protected Health Information other than as necessary for Business Associate to perform its obligations pursuant to the relationship described above in Section 2 of this Agreement.

c. Business Associate will promptly report to Covered Entity any Use or Disclosure of Protected Health Information which is not permitted or required by this Agreement or law and take such actions available as may be reasonably necessary to correct such Use or Disclosure. Business Associate's report of any such Uses or Disclosures shall be to the person who executed this Agreement for Covered Entity, or other individual who may be designated by written notice to Business Associate.

d. Business Associate will ensure that any and all subcontractors or agents to whom Business Associate Discloses Protected Health Information received from or on behalf of Covered Entity agree, in writing, to be bound by the same restrictions, conditions and duties that apply to Business Associate with respect to such information. Business Associate will identify all such subcontractors and agents to the Covered Entity.

e. Business Associate will maintain appropriate procedures by which Individuals are granted access to their Protected Health Information. Such access must be granted in accordance with HIPAA.

f. Business Associate will make its internal policies and procedures, and its books and records relating to Uses and Disclosures of Protected Health Information received from Covered Entity or created or received by the Business Associate on behalf of Covered Entity, available to the Covered Entity or to the Secretary of DHHS for purposes of determining Business Associate's and Covered Entity's compliance with HIPAA.

g. When notified by Covered Entity, Business Associate will make available Protected Health Information for amendment and incorporate any amendments or

corrections to Protected Health Information maintained by Business Associate in compliance with HIPAA.

h. Upon request from Covered Entity, Business Associate will provide to Covered Entity an accounting of all Business Associate's Disclosures of Protected Health Information received from or on behalf of Covered Entity, except for Disclosures made to the Individual who is the subject of the Protected Health Information; Disclosures for treatment, payment and health care operations purposes (unless such Disclosures were made using an Electronic Health Record); Disclosures for national security, intelligence, correctional or law enforcement purposes; and Disclosures otherwise excluded from the accounting requirements pursuant to 45 C.F.R. § 164.528. Such an accounting shall provide:

- The date of each Disclosure;
- The name and address of the organization or person to whom the Protected Health Information was Disclosed;
- A brief description of the information Disclosed;
- Disclosures, other than those made at the request of the Individual, the purpose for which the information was Disclosed or a copy of the request or authorization for Disclosure.

Business Associate will provide the above accounting to Covered Entity as promptly as possible, but in any event no later than thirty (30) days after Covered Entity's request therefore. Business Associate shall provide for a means of accounting for Disclosures for as long as Business Associate maintains Protected Health Information received from or on behalf of Covered Entity.

i. Business Associate will comply with the applicable provisions of the HIPAA Security Rule, including, but not limited to, implementing Administrative Safeguards, Physical Safeguards, and Technical Safeguards (the "Safeguards") in accordance with HIPAA that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

j. Business Associate will make its policies, procedures, and documentation relating to the Safeguards available to the Secretary of DHHS for purposes of determining Covered Entity's compliance with HIPAA.

k. Business Associate will request and Use or Disclose only the minimum amount of Protected Health Information necessary to serve the intended purposes of this Agreement.

l. Business Associate will not export Protected Health Information, nor permit subcontractors or agents to export Protected Health Information beyond the borders of the United States of America.

m. Business Associate shall report promptly to Covered Entity any successful Security Incident within five (5) business days of Business Associate becoming aware of, or should have become aware of by exercising reasonable diligence, such Security Incident; provided, however, that with respect to attempted unauthorized access, Use, Disclosure, modification, or destruction of information or interference with system operations in an information system affecting electronic Protected Health Information, such report to Covered Entity will be made available upon request.

n. To the extent Business Associate is to carry out any obligation of Covered Entity required by HIPAA, Business Associate will comply with all HIPAA requirements that

apply to Covered Entity in the performance of such obligation.

o. In addition, Business Associate shall notify Covered Entity of any breach of computerized sensitive personal information to assure Covered Entity's compliance with the notification requirements of Title 75, Chapter 24, Section 29, Mississippi Code.

5. Duties of Covered Entity. Covered Entity agrees to comply in all respects with HIPAA when Using or Disclosing Protected Health Information including:

a. Provide Business Associate with any changes in, or revocation of, permission by Individual to Use or Disclose Protected Health Information, if such changes affect Business Associate's permitted or required Uses and Disclosures;

b. Notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with HIPAA; and

c. Not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by Covered Entity, unless such Use or Disclosure is included in the Services to be performed pursuant to this Agreement and is for data aggregation or management and administrative activities of Business Associate.

6. Remedies Upon Breach of any Protected Health Information. Upon a suspected Breach of any Protected Health Information being held by Business Associate, Business Associate must notify Covered Entity within five (5) business days of Business Associate discovering such Breach, or of when Business Associate should have discovered such Breach by exercising reasonable diligence.

a. Such notice must at least:

- Identify the nature of the non-permitted or violating Use or Disclosure;
- Identify the Protected Health Information Used or Disclosed;
- Identify who made the non-permitted or violating Use or received the non-permitted or violating Disclosure;
- Identify what corrective action Business Associate took or will take to prevent further non-permitted or violating Uses or Disclosures; and
- Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted or violating Use or Disclosure.

b. Covered Entity, at its option, may further require Business Associate to:

- Furnish to Covered Entity copies of its practices and procedures and books and records to facilitate Covered Entity's mitigation of damages arising from an improper Use or Disclosure by Business Associate;
- Exercise all reasonable efforts to retrieve improperly Used or Disclosed Protected Health Information;
- Establish and adopt new practices, policies and procedures as may be reasonable and appropriate to assure that Protected Health Information is not Used or Disclosed in the future in violation of HIPAA;
- Comply with all auditing or reporting requests by Covered Entity to demonstrate Business Associate's compliance with HIPAA;
- Take such other actions as Covered Entity may reasonably require.

7. Term: Termination. This Agreement shall be in effect for the entire length of the underlying business relationship described in Section 2 of this Agreement. This Agreement may be terminated as follows:

a. Covered Entity may terminate upon written notice this Agreement and the underlying business relationship described in Section 2 of this Agreement in the event that Business Associate improperly Uses or Discloses Protected Health Information in breach of this Agreement.

b. Business Associate may terminate upon written notice this Agreement if it makes the determination that a material condition of performance has changed under this Agreement, or that Covered Entity has breached a material term of this Agreement.

c. Upon termination of this Agreement, Business Associate shall, upon request by Covered Entity, return to Covered Entity or destroy all Protected Health Information received from or on behalf of Covered Entity or created for or on behalf of Covered Entity that Business Associate maintains in any form and all copies of such Protected Health Information as described above in Section 4. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information. All rights, duties and obligations established in this Agreement shall survive termination of the underlying business relationship described in Section 2 and of this Agreement. The effective date of termination of this Agreement shall be when all of the Protected Health Information received from or on behalf of Covered Entity or created for or on behalf of Covered Entity is destroyed or returned to Covered Entity. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

8. Change of Law. In the event any state or federal laws or regulations now existing or enacted or promulgated after the effective date of this Agreement, are interpreted by judicial decision, a regulatory agency or legal counsel to a party hereto in such a manner as to indicate that any provision of this Agreement may be in violation of such laws or regulations, the parties may amend this Agreement as necessary to comply with such laws and regulations. To the maximum extent possible, any such amendment shall preserve the underlying rights, duties and obligations established in this Agreement.

9. Indemnification: Insurance. Business Associate will indemnify and hold Covered Entity harmless from and against any and all claims, damages, liabilities, losses and expenses (including reasonable attorney's fees) based upon or arising out of Business Associate's alleged or actual improper Use or Disclosure of Protected Health Information. If Covered Entity requires, Business Associate shall obtain and maintain insurance coverage (if available) against Business Associate's improper Uses and Disclosures of Protected Health Information. Any insurance coverage shall name Covered Entity as an additional insured. Promptly following Covered Entity's written request, Business Associate shall deliver to Covered Entity a certificate evidencing Business Associate's maintenance of such insurance. The foregoing provisions of this Section 9 shall survive termination or expiration of this Agreement.

10. General Provisions.

a. **Notices.** Any and all notices or other communications required or permitted to be

given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been delivered when given in the manner set forth below to the following addresses or fax numbers:

If to Business Associate:

ATTN: _____

Fax: () _____

If to Covered Entity:

University of Mississippi Medical Center
Office of Integrity and Compliance
2500 North State Street
Jackson, MS 39216
ATTN: Privacy Officer Fax: (601) 815-3946

CC: Office of the General Counsel

Counsel to a party may give notice on behalf of a party. Such communications shall be deemed to have been given (a) three days after mailing, when mailed by registered or certified postage-paid mail, (b) on the next business day, when delivered by a same-day or overnight national courier service or the U.S. Post Office Express Mail or (c) upon the date of receipt by the addressees when delivered personally or by fax. A party must receive a notice of change of address for it to be effective.

b. **Entire Agreement: Amendment.** This writing constitutes the entire and only agreement of the parties with respect to HIPAA and supersedes any and all prior negotiations, understandings and agreements concerning the obligations regarding the Use and Disclosure of Protected Health Information; provided, however, if any written agreement between the parties imposes obligations and restrictions on Business Associate regarding Protected Health Information over and above those imposed by this agreement, those obligations and restrictions are not superseded hereby and shall survive. This Agreement may be amended, modified, superseded, canceled, renewed or extended only by a written instrument executed by the parties herein.

c. **Waiver.** The failure by any party at any time to require performance or compliance by another of any of its obligations or agreements shall in no way affect the right to require such performance or compliance at any time thereafter. The waiver by any party of a breach of any provision hereof shall not be taken or held to be a waiver of any preceding or succeeding breach of such provision or as a waiver of the provision itself. No waiver of any kind shall be effective or binding, unless it is in writing and is signed by the party against which such waiver is sought to be enforced.

d. **Binding Nature.** This Agreement shall be binding upon and inure to the benefit

of each party hereto, its successors and permitted assigns.

e. **Assignment.** Neither party may assign or otherwise transfer its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party to this Agreement.

f. **Captions: Language.** The section headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of such sections. In this Agreement, unless the context requires otherwise, the singular includes the plural, the plural the singular, and the word "or" is used in the inclusive sense.

g. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed to evidence one and the same agreement.

h. **Applicable Law.** This Agreement and its validity, construction, and performance shall be governed in all respects by the laws of the State of Mississippi and by HIPAA. In the event of any action or proceeding arising under this Agreement, the parties consent and agree that the forum for such action shall be in a court of competent jurisdiction located in Hinds County, Mississippi.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

BUSINESS ASSOCIATE:

By: _____

Title: _____

COVERED ENTITY

University of Mississippi Medical Center

By: _____
Carol Denton

Title _____
Chief Integrity and Compliance Officer

EXHIBIT C NON-DISCLOSURE AGREEMENT

The University of Mississippi Medical Center Information Security Acknowledgment and Non-Disclosure Agreement

It is the policy of the University of Mississippi Medical Center (UMMC) that information, in all its forms, written, spoken, recorded electronically, or printed, will be protected from accidental or intentional unauthorized modification, destruction, or disclosure. All computer equipment must be protected from misuse, unauthorized manipulation, and destruction. Protection measures may be physical and/or software oriented.

As an associate of the UMMC (employee, student, volunteer, clinical faculty, consultant/contractor), I understand and agree to abide by the following:

- A. I understand that in the performance of my duties I may come into contact with confidential or sensitive information contained in written records, documents, ledgers, internal verbal communication and correspondence, computer programs and applications or some other medium pertaining to patients, employees, students, medical business enterprise and/or administrative support. I agree not to disclose any confidential or sensitive information unless release of such information is directly related to the performance of my assigned responsibilities. This nondisclosure agreement is binding during and after my affiliation with UMMC. On termination of affiliation with UMMC, I will return all UMMC information and data including, but not necessarily limited to, confidential, sensitive, and public information and data.
- B. All passwords to information are confidential. Under Mississippi Code 1972: Sec. 97-45-5 (1)(b), it is a computer crime to use another person's password or disclose a password to another for the purpose of obtaining unauthorized access to computer systems. I will not disclose any password I am assigned or create, and I will not write such password or post it where it may be viewed by another. I understand that use of a password not issued specifically to me is expressly prohibited. I understand that I am responsible for all computer activity performed with the use of my password.
- C. I will not attempt to circumvent the computer security system by using or attempting to use any transaction, software, files, or resources that I am not authorized to use.
- D. I will not deliberately sabotage computer equipment or software. I will not make or distribute unauthorized copies of software. I will not load unlicensed software or software unauthorized by UMMC on any computer belonging to UMMC.
- E. I understand that access to confidential information is granted only as required to fulfill my job responsibilities. I understand that approved access to confidential information does not authorize the indiscriminate browsing of such information. Access is only authorized for specific and legitimate "need-to-know" information that is required to accomplish assigned job responsibilities.
- F. I understand and agree to comply with all policies, standards, and procedures adopted to safeguard information and associated information resources as set forth in the Mississippi Code and UMMC policies. Further, I acknowledge that I have received, read and understand the security policies outlined above and in the UMMC Information Policy.
- G. I understand that failure to comply with any of the conditions noted herein may result in disciplinary action, including possible termination of employment. For contractors/consultants, violation of any security policy constitutes a material breach of contract and entitles UMMC to immediate termination without penalty. I further understand that UMMC retains the right to pursue any other legal remedies available when misuse of its information and/or information resources is suspected.

My signature below represents my acknowledgment that I understand and will abide by the security policies as outlined above and as contained in the UMMC Information Policy document.

(employee number, student ID number, or other ID)

(signature)

(printed name)

(date)

ATTACHMENT A LEASED MONTHLY

Canon			
1025iF	1	iR5035	1
C1022i	1	iR5035i	6
C1030iF	9	iR5045i	1
C2020	1	iR5050N	1
C2030	1	iR5055	5
C2230	1	iR5055i	15
C3080I	1	iR5065i	1
C3480I	1	iR5235	1
C5035	1	iR5240A	1
C5051	2	iR5250	1
C7260	1	iR6055	13
DR-4010C	4	iR6055i	6
DR-7090C Scanner	2	iR6065	1
iR1022i	16	iR6065i	1
iR1023	4	iR6075	2
iR1023iF	3	iR6255	3
iR1024i	1	iR6265	1
iR1025	9	iR6275	1
iR1025	1	iR7055i	2
iR1025i	66	iR8295	2
iR1025iF	60	iRC1022i	4
iR1030i	13	iRC1030	3
iR2025	6	iRC1030i	1
iR2025i	21	iRC1030iF	5
iR2030i	1	iRC1031i	1
iR2525	22	iRC2030	1
iR2525i	8	iRC2230	5
iR3035	5	iRC3080	5
iR3035i	3	iRC3480	1
iR3080i	12	iRC5030	11
iR3225	1	iRC5035	6
iR3230	1	iRC5185	1
iR3235	7	iRC5235	7
iR3235i	86	iRC5235A	1
iR3245	3	iRC5240	1
iR3245i	11	iRC5250	5
iR4035	1	iRC5255	2
iR4035iF	1	iRC7065	1
iR4080i	1	iRC7270	1
iR4235	3	Plotter	1
iR4245	2	iR2025iF	1
iR5030	2	iR6255	1
iR5030i	14		

Ricoh	
C3300	1
MP2000	1
MP3350	1
MP3350N	1
MP5000	1
MP1600	1
HP4350	1

Lexmark	
463DE	7
654DN	1
736DE	4
T642	1
T652	1
TS654DN	6
TSG54DN	1
X463de	4
x736de	1
xS463DE	2
xS643DE	1

HP					
1012	1	5500	3	HP320	1
1210	1	5550	5	HP338	1
1300	15	8000	4	HP380	2
2025	30	8150	7	HP38D	1
2055	3	9000	5	HP405	1
2100	1	9040	2	HP40N	1
2200	2	9050	2	HP410	5
2300	2	1300N	1	HP415	1
2320	2	2025N	2	HP420	2
2420	4	220DN	1	HP425	1
2727	1	3005N	2	HP42N	1
2840	1	35N	1	HP42T	1
3005	75	3800D	1	HP430	2
3015	2	3800DN	5	HP434	3
3500	1	3800DTN	1	HP43D	7
3505	18	3800N	32	HP450	1
3525	16	4015N	1	HP45N	1
3550	1	4200dtn	2	HP465	6
3700	2	4200N	219	HP46N	1
3800	86	4200NT	3	HP4TN	1
4000	8	4200T	1	HP510	6
4005	1	4250N	1	HP520	1
4014	7	4345DN	1	HP525	1
4015	57	4345x	6	HP642	1
4019	1	4350dtn	72	HPC32	1
4025	1	4515tn	1	HPL23	1
4050	17	4600D	4	IRC5235	1
4100	19	4700dtn	2	LJ CM 2320nf	1
4200	128	5500dtn	2	M4345x	52
4225	1	5550dtn	1	M451dn	1
4240	4	CP2025	1	P3005N	3
4250	122	CP2025DN	1	P3015	1
4300	16	CP2025n	11	P4014	2
4345	40	CP4025	1	P4015	5
4350	98	CP4525	2	P4515	3
4500	3	H4515	2		
4515	99	H5000	3		
4525	10	HP120	2		
4550	1	HP122	1		
4600	4	HP130	2		
4650	2	HP152	1		
4700	27	HP155	1		
4730	1	HP201	2		
5000	2	HP202	1		
5100	2	HP22N	1		
5200	2	HP235	2		
HP305	2	HP260	1		

ATTACHMENT B ALL OTHER PRINTERS BY CATEGORY

Leased Quarterly/Annually		
Canon		
iR3035		3
iR3045		2
HP		2
4345		2
Ricoh		2
2550		1
MP4000		1

Leased Grenada Lakes		
Canon		
iR Advance 6275		1
iR4235		2

UMMC Owned		
Canon		
C5235A		2
iR4235		1
iR6255		2
iRC2230		1
iRC5235A		1
iRC5250		1
iRC7270		1
HP		
M4345x		1
M451DN		3
M651DN		1
M680DN		2

Department Owned (Not covered)		
Brother		
Intellifax 2840 - Fax		1
Canon		
iR Advance 6275		1
iR1025iF		1
iRC1022		1
iRC9270		1
DR		1
3010C Document Scanner		1
HP		
3800		1
4200N		14
CZ1985A		1
M251NW		1
M401DW		1
M401N		4
M451dn		4
M601DN		2
P2035		2
Lexmark		
XS-795dte		1
OfficeJet		2
L511A		2
Stratasys		1
Objet 24		1
Xerox		
8570D/N		1
Zebra		2

ATTACHMENT C PRINTERS THAT WILL NOT WORK WITH EPIC APPLICATIONS

Maker	Model
Brother	IFAX-5750E
Brother	MFC8860DN
Brother	MFC9840CDW
Canon	3235
Canon	3480i
Canon	8100
Canon	IR1020I
Canon	IR1022I
Canon	IR1023I
Canon	IR1024i
Canon	IR1025I
Canon	IR1030I
Canon	IR2020
Canon	IR2025I
Canon	IR2030I
Canon	IR2270
Canon	IR2525i
Canon	IR3035I
Canon	IR3080i
Canon	IR3235I
Canon	IR3245I
Canon	IR4080I
Canon	IR5030I
Canon	IR5035I
Canon	IR5055I
Canon	IR6055I
Canon	IR6075I
Canon	IR7055I
Canon	IR7055I
Canon	IR7065I
Canon	IR7095I
Dell	3115CN
Dell	M1600N

Maker	Model
Dell	M5200N
Hewlett Packard	1300N
Hewlett Packard	1320N
Hewlett Packard	2015N
Hewlett Packard	2025N
Hewlett Packard	2035N
Hewlett Packard	2055N
Hewlett Packard	2100N
Hewlett Packard	2200N
Hewlett Packard	2300N
Hewlett Packard	2420N
Hewlett Packard	2500N
Hewlett Packard	2600N
Hewlett Packard	3005N
Hewlett Packard	3505N
Hewlett Packard	3525N
Hewlett Packard	3600N
Hewlett Packard	3700N
Hewlett Packard	4000N
Hewlett Packard	4014N
Hewlett Packard	4050N
Hewlett Packard	4100
Hewlett Packard	4250N
Hewlett Packard	4300N
Hewlett Packard	4600N
Hewlett Packard	4650N
Hewlett Packard	4700N
Hewlett Packard	4+
Hewlett Packard	5200N
Hewlett Packard	5200N
Hewlett Packard	5500N
Hewlett Packard	5550N
Hewlett Packard	5N

Maker	Model
Hewlett Packard	6P
Hewlett Packard	8000N
Hewlett Packard	8100N
Hewlett Packard	8150N
Hewlett Packard	9000N
Hewlett Packard	9040N
Hewlett Packard	9050N
Hewlett Packard	9120N
Kyocera Mita	FS3830N
Lanier	LD335C
Lanier	LD345C
Lexmark	E360
Lexmark	T642
Lexmark	T652
Lexmark	T654
Lexmark	X463DE
Lexmark	X736
Muratec	MFX1450
Ricoh	1022IF
Ricoh	AF2035
Ricoh	C3300
Ricoh	C6000
Ricoh	C7000
Ricoh	MP3350
Ricoh	MP4000
Ricoh	MP5000
Ricoh	MP2550
Xerox	WC2636
Xerox	DP90
Xerox	8400
Xerox	WC M20
Xerox	WC7775